

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EDWIN ALTNOR, et al.,	:	CIVIL ACTION
	:	NO. 14-7043
Plaintiffs,	:	
	:	
v.	:	
	:	
PREFERRED FREEZER SERVICES, INC.,	:	
	:	
Defendant.	:	

ORDER

AND NOW, this **18th** day of **July, 2016**, upon consideration of Plaintiffs' Unopposed Motion for Final Class/Collective Action Settlement Approval (ECF No. 21), Plaintiffs' Unopposed Memorandum in Support (ECF No. 22), and after a final fairness hearing with the parties on May 25, 2016, it is hereby **ORDERED** that Plaintiffs' Motion (ECF No. 21) is **GRANTED in part and DENIED in part without prejudice** as follows:

- (1) The Court certifies the following settlement class pursuant to Federal Rule of Civil Procedure 23(a) and 23(b) (3):

All Pennsylvania residents whom Defendant has employed in the following positions since December 1, 2011 who d[id] not submit a timely, valid request to opt-out of the settlement as provided in the Class Notice: belt checker, cleco operator, customer service staff, cycle count clerk, inbound checker, inventory control clerk, inventory lead, maintenance, maintenance helper, order picker, outbound checker, receiving checker, receiving clerk, receiving/shipping assistant, runner, shipping clerk,

shipping/receiving checker, switch operator, turret/cleco operator, USDA insp./checker, USDA inspections, or warehouse worker.

- (2) The Court certifies the following settlement FLSA collective:

All individuals whom Defendant employed in the following positions since December 1, 2011 who submit[ted] a timely, valid opt-in form as provided in the Class Notice: belt checker, cleco operator, customer service staff, cycle count clerk, inbound checker, inventory control clerk, inventory lead, maintenance, maintenance helper, order picker, outbound checker, receiving checker, receiving clerk, receiving/shipping assistant, runner, shipping clerk, shipping/receiving checker, switch operator, turret/cleco operator, USDA insp./checker, USDA inspections, or warehouse worker.

- (3) The Settlement Agreement is approved pursuant to Federal Rule of Civil Procedure 23(e) and the factors set forth in Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975).
- (4) The Settlement Agreement is a fair and reasonable resolution of a bona fide dispute over FLSA provisions.
- (5) The Court awards \$57,667 as attorneys' fees and \$2,000 in out-of-pocket costs to be paid to class counsel.
- (6) The Court awards \$1,410.80 as an incentive award to each of the two Named Plaintiffs.

- (7) Class counsel shall submit an appendix to the Settlement Agreement for judicial approval consistent with this memorandum. The appendix shall reflect the enlarged share, ECF No. 21-3 ¶¶ 4, 31-32, to be distributed to the class/collective members due to the reduction in attorneys' fees and incentive award.

AND IT IS SO ORDERED.

/s/ Eduardo C. Robreno
EDUARDO C. ROBRENO, J.